

# EXHIBIT G

**ARTICLES OF ORGANIZATION  
OF  
RUSSIAN ENERGY ADVISORS L.L.C.**

**FILED**  
In the Office of the  
Secretary of State of Texas  
AUG 02 2005  
Corporations Section

Russian Energy Advisors L.L.C., a limited liability company, adopts the following Articles of Organization for a limited liability company under the Texas Limited Liability Company Act.

**ARTICLE 1**

**NAME**

The name of the limited liability company, referred to in these Articles as the "Company," is Russian Energy Advisors L.L.C.

**ARTICLE 2**

**DURATION**

The period of duration of the Company is perpetual.

**ARTICLE 3**

**PURPOSE**

The purpose for which the Company is organized is to transact any or all lawful business for which limited liability companies may be organized under the Texas Limited Liability Company Act.

**ARTICLE 4**

**REGISTERED AGENT AND ADDRESS**

The address of the Company's registered office is 2100 West Loop South, Suite 1400, Houston, Harris County, Texas 77027. The Company's initial registered agent at that address is Steelhammer & Miller, P.C.

**ARTICLE 5**

**MANAGERS**

The Company will have one (1) manager. The name and address of the manager is:

Michele O. Miller

2100 West Loop South, Suite 1400  
Houston, Texas 77027

## **ARTICLE 6**

### **ORGANIZER**

The Company's organizer is Michele O. Miller, who has an address of 2100 West Loop South, Suite 1400, Houston, Harris County, Texas 77027.

## **ARTICLE 7**

### **LIABILITY OF MEMBER AND MANAGEMENT**

A Member or Manager shall not be liable for the debts, obligations or liabilities of the Company including under a judgment, decree or order of a court. A Manager shall not be personally liable to the Company or any of its Members for any monetary damages for any act or omission in his capacity as a Manager except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article or the Regulations shall be prospective only, and shall not adversely affect any limitation of the personal liability of a Manager or Member of the Company at the time of the repeal or modification.

## **ARTICLE 8**

### **TRANSFER AND PREEMPTIVE RIGHTS**

Members shall have a preemptive, preferential or other right to acquire any additional or greater membership interest in the Company or any right to subscribe to or acquire any additional or greater membership interest in the Company (or any security of the Company convertible into or carrying such a right).

Members shall have a right of first refusal to purchase the interest of any selling member. A member may not sell, transfer, assign, encumber or convey the member's interest in the membership except with the written consent of the other members of record.

## **ARTICLE 9**

### **CLASSES OF MEMBERS**

The Regulations may establish one or more classes or groups of one or more Members having the relative rights, powers and duties, including voting rights, and may provide for the future creation of additional classes or groups of members having the relative rights, powers and duties, expressed either in the Regulations or at the time of creation of such classes or groups of Members. The rights, powers or duties of a class or group of Members may be senior to those of one more existing classes or groups of Members.

## ARTICLE 10

### INDEMNIFICATION

To the fullest extent permitted and in the manner prescribed by Article 2.20 of the Texas Limited Liability Company Act, the company shall indemnify any Person who was, is, or is threatened to be made a named defendant or respondent in a proceeding in which the Person was, is, or is threatened to be made a named defendant, respondent or witness, whether civil, criminal, administrative, arbitrative, or investigative, including all appeals, because that Person is or was a Member, Manager, officer, employee, or agent of the company ("Person"). Indemnification will be against all expenses, including, without limitation, attorney's fees, court costs, expert witness fees, judgments, decrees, fines, penalties, and reasonable expenses actually incurred by the Person in connection with the proceeding, except that if the Person is found liable to the company or is found liable on the basis that he or she improperly received personal benefit, indemnification will be limited to reasonable expenses actually incurred by the Person in connection with the proceeding, and will not be made in respect of any proceeding in which the Person has been found liable for willful or intentional misconduct in the performance of his or her duty to the company. The indemnification provided in this Article also extends to good-faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation. The Managers may, in proper cases, extend the indemnification to cover the good faith settlement of any such action, suit, or proceeding, whether formally instituted or not.

## ARTICLE 11

### ACTION WITHOUT MEETINGS

Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if a written consent thereto shall be signed by Members entitled to vote thereon having not less than the minimum number of votes that would be necessary to take such action at a meeting.

## ARTICLE 12

### POWER TO SPECIFY REGULATIONS

The power to adopt, alter, amend or repeal the Regulations of the Company shall be vested in the Managers of the Company, subject to any power expressly vested by the Regulations in the Members to adopt, alter, amend or repeal the Regulations.

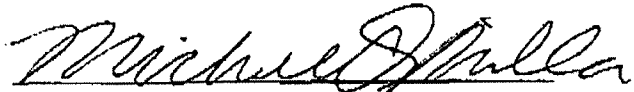
## ARTICLE 13

### AMENDMENT OF ARTICLES

The Articles of Organization may be amended from time to time as provided in the Regulations.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on behalf of the Company on this 2nd day of August, 2005.

**RUSSIAN ENERGY ADVISORS L.L.C.**


  
Michele O. Miller, Organizer

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared Michele O. Miller, known to me to be the person whose name is subscribed to the foregoing instrument and being by me first duly sworn declares that he is the person who signed the foregoing document as organizer, and that the statements contained therein are true and correct.

GIVEN UNDER MY HAND AND SEAL on this the 2<sup>nd</sup> day of August, 2005.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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